

DEED AND AGREEMENT

THIS DEED and AGREEMENT, made this ____th day of _____, 2000 between the STATE OF MARYLAND to the use of the DEPARTMENT OF NATURAL RESOURCES, a body politic (hereinafter referred to as "**Grantor**"), and _____ (hereinafter referred to as "**Grantee**")

WHEREAS, by Contract of Sale approved by the Board of Public Works on February 9, 2000, the Pennsylvania Electric Company agreed to sell and the State of Maryland agreed to buy the bed of Deep Creek Lake and certain surrounding parcels of property, collectively known as Parcel 2, subject to the imposition of a conservation easement upon the State's resale of certain portions of the property;

WHEREAS, Parcel 2 was conveyed by Pennsylvania Electric Company, a Pennsylvania corporation, to the State of Maryland to the Use of the Department of Natural Resources by Deed recorded on May 2, 2000, among the Land Records of Garrett County, Maryland, in Liber 803, folio 43;

WHEREAS, the State has determined to resell certain portions of Parcel 2 to those people or entities owning property contiguous ("**Contiguous Property**") to Parcel 2, subject to a Deed of Conservation Easement ("**Conservation Easement**") which is recorded among the Land Records of Garrett County in Liber ___, folio ___ on _____;

WITNESSETH, THAT IN CONSIDERATION of the sum of _____ (\$_____), the actual consideration, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, **Grantor** hereby grants and conveys to **Grantee** and its successors and assigns, in fee simple, all of that real property in Garrett County, Maryland ("**Property**") which is described as follows:

SEE EXHIBIT A

BEING A PORTION OF that property known as Parcel 2 which Deed is referenced above.

TOGETHER WITH the buildings and improvements thereupon; and the rights, alleys, ways, waters, privileges, appurtenances and advantages to the same belonging or in anywise appertaining, **except however**, that **Grantor** reserves unto itself the mineral, oil, and gas rights.

SUBJECT, HOWEVER, to: a) the **Conservation Easement**; b) the rights of others as set forth in **Grantee's** deed to **Grantee's Contiguous Parcel** and any other recorded instruments and matters of record affecting the **Contiguous Parcel**, to the extent that those rights do not conflict with the **Conservation Easement**; c) all matters of record, prescriptive rights, and

existing uses associated with the **Property**; d) items specifically enumerated in the aforementioned Deed conveying Parcel 2 to the State; and, e) rights and uses that would be revealed by a reasonable inspection of the **Property**.

TO HAVE AND TO HOLD the **Property** to the use and benefit of **Grantee(s)** and its, heirs, successors and assigns, forever in fee simple.

Grantor covenants that it has not done or suffered to be done any act, matter or thing whatsoever to encumber the **Property** hereby conveyed; that it will warrant specially the **Property** hereby granted and execute such further assurance of the same as may be requisite.

AGREEMENT

Grantee agrees that:

1. It shall not sell, transfer, or convey the **Property** unless the **Property** is formally consolidated with the **Contiguous Parcel** or sold, transferred or conveyed along with the **Contiguous Parcel**. Notwithstanding the aforesaid, if the **Contiguous Parcel** is legally subdivided, the **Property** must also be subdivided such that the proportionate share of the **Property** is sold with the subdivided portion of the **Contiguous Parcel**.

2. It shall comply with all the terms, covenants and promises set forth in the **Conservation Easement** as though it were the Grantor in said **Conservation Easement**.

Grantee executes this **Deed and Agreement** to evidence its agreement with the terms and conditions hereof and acknowledges the enforceability in perpetuity of this agreement against Grantee and its successors and assigns.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have executed this **Deed and Agreement** or caused it to be signed on its behalf by its authorized representatives, the date first above written.

WITNESS or ATTEST:

GRANTOR: STATE OF MARYLAND to the use
of the DEPARTMENT OF NATURAL
RESOURCES

Name: _____
Title: _____

WITNESS or ATTEST:

GRANTEE:

STATE/Commonwealth of _____ :

County of _____ :

I CERTIFY that on this _____ day of _____, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, who acknowledged that (s)he is the _____ of STATE OF MARYLAND, a body politic, and has been duly authorized to sign, and has signed, such document on its behalf for the purposes therein set forth; and that the same is its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____. _____
Notary Public

STATE/Commonwealth of _____ :

County of _____ :

I CERTIFY that on this _____ day of _____, 2000, before me, a Notary Public for the state and county aforesaid, personally appeared _____, known to me or satisfactorily proven to be the person whose name is subscribed to the foregoing document, and has been duly authorized to sign, and has signed, such document on his/her/their/its behalf for the purposes therein set forth; and that the same is his/her/their/its act and deed. In witness whereof, I have set my hand and Notarial Seal, the date first above written.

My commission expires on _____. _____
Notary Public

I CERTIFY that this document was approved for legal form and sufficiency by Pamila J. Brown, Assistant Attorney General of the State of Maryland, and was prepared by or under the supervision of the undersigned, an attorney duly admitted to practice before the Court of Appeals of Maryland.
